TENDER/BIDDING DOCUMENT

For

Procurement of Laboratory Equipments

Issued on	**:**	**15th January, 2015**
Invitation for Bid No.	**:**	JV-BID-001

Jayoti Vidyapeeth Women's University

Jaipur-303122

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SECTION - 1: INVITATION FOR TENDER/BIDS (IFB)

IFB No. : JV-BID-001 **Date :** 15/01/2015

BIDDING FOR THE SUPPLY OF : FOOD SCIENCE & TECHNOLOGY LAB EQUIPMENTS, PASTEURIZED PACKAGED MILK & ICE CREAM PROCESSING PILOT PLANTS

The Registrar, Jayoti Vidyapeeth Women's University Jaipur invites sealed bids from eligible bidders for supply of Food Science & Technology Lab Equipments, Pasteurized Packaged Milk & Ice Cream Processing Pilot Plants as listed below:

1.0 Food Science & Technology Lab Equipments

Name of the Equipment	Technical Specifications	Make/Model
Grain Moisture Meter	Usage: Different type of grains, Display: Large Liquid Crystal Display (LCD), Sensitivity: + 0.5%, Temperature Correction: Automatic, Power: Normal 1.5 Volt Battery	ACMAS
Muffle Furnace	Working Size: 6" X 6" X 12"	Standard
Firmness Tester	Construction: The improved FT Fruit Tester features the Wagner FDK Force Gage with virtually no change in capacities or graduations. Impact resistant plastic housing, stainless steel tips and corrosion resistant components. Graduations: Dual graduations in pounds (lbf) and grams (gf) with lbf on outer reading line. Accessories: Penetrometer Tip(s), Test Hook, Peeler, Splash Plate and Manual in Compact Case.	Wagner FT (Fruit Test TM) Model: FT 30 (FT 327)
Hand Held Brix Refractometer	Range: Brix: 0-32%, Min. Div., Brix: 0.2%, Accuracy: Brix: ±0.20%	Lumen, RHB-32
Ekomilk Ultra Milk Analyzer	Solids non fat (SNF) from 6% to 12% with accuracy ± 0,2% Milk density from 1,0260 g/cm 3 to 1,0330 g/cm 3 ± 0,0005 g/cm 3 Protein from 2% to 6% with accuracy ± 0,2% Fatness from 0,5% to 9% with accuracy ± 0,1% pH* from 0,00 to 14 pH with accuracy ± 0,02 Conductivity* from 2 to 20 mS/cm ± 1 % mS/cm (18°C)	Ekomilk Ultra

	Temperature* from 0 to 50 °C with accuracy ± 0,1°C Freezing point from 0 to -1.000 °C with accuracy ± 0,015°C Added water to milk from 0% to 60% with accuracy)	
Conductivity Meter	Coefficient of Temperature compensation 0~3.9% / ? Calibration point 1 point, input figure Electrode constant 0.1, 1.0, 10, Adjustable continuously Temperature compensation range 0~50? manual 0~50? manual or automatic Power Supplier 9V/350mA adapter, 220V/50Hz, OEM available customizing as per 110V/60Hz External Size 210×205×65 Weight 1.5kg	Acm-MP-DDS-12DW
Rheometer	Standard operating modes Direct strain control. Shear rate control. Shear stress control.Torque range (Viscometry - Controlled Rate and Controlled Stress): 0.05µNm to 200mNm. Torque range (Oscillation - Controlled Strain and Controlled Stress): 0.05µNm to 200mNm. Torque resolution: 0.1nNm. Position resolution:<10nrad. Angular velocity range: 10nrads-1 to 500rads-1 Step change in strain: <10ms. Frequency range: 6.28µrads-1 to 942rads-1 (1µHz to 150Hz).	Kinexus
Deep Freezer	Type of Door: Top opening, Main Features, Insulation 60mm Thick Polyurethane Foam, Doors 2,Net Capacity (Litres) 500 Physical Features Exterior Finish Powder Painted Body for Glossy Finish Colours Available White	Voltas 500 L DD Deep Freezer

Compound Microscope	Optical System UIS2 (Universal Infinity System) optical system Illumina System Built-in transmitted illumination system 6V20W halogen bulb 100-240 V 50/60 Hz universal voltage Focusing Stage height movement (coarse movement stroke 20 mm)	OLYMPUS Microscope Model CX21i
Centrifuge	REMI C-24BL REVOLUTIONARY TABLE TOP HIGH SPEED COOLING CENTRIFUGE rotor heads and accessories Recommended voltage Stabilizer VS-03	REMI C-24BL
Ocular Micrometer	Glass Scale/ Ocular Micrometer is designed for checking accuracy of measuring devices of Brinell and Vickers Hardness testing machines.	Standard

2.0 Pasteurized Packaged Milk & Ice Cream Processing Pilot Plant

Name of Plant & Machineries	**Capacity**	**Technical Specifications**	**Make/Model**
Milk Pasteurizer	25 LPH	Milk Pasteurizer: 25 Litres/hour Temp. of Milk at inlet : 35/6 deg.C, Pasteurization temp. : 80 deg.C Temp. of Milk at Outlet : 4 deg.C Material of Gasket : NBR Food Grade Sections : Heating/Reg.1/Reg.2/Cooling, Holding Time : 16 seconds Plate Material : SS 316 Structure : MS Cladded Utilities required Hot Water : 100 Ltr @85 deg.c. Chilled Water: 1:3 at 1.5deg.c. Compressed Air : 7.5 bar	Standard
Milk Homogeniser	25 LPH	High Pressure Homogeniser with manually operated two stage homogenizing head having discharge capacity with Electric Motor along with standard accessories. All contact parts are made of SS 304 and Homogenising Valve and Valve Seats are made of Stellite. The Homogeniser is supplied with standard accessories like Pressure Gauge and tool kit etc.	Standard

Elec. Operated Hot Water Generator	6 KW	The above unit complete with top mounted suitable Capacity Electrical heater, Control Panel and Hot Water Pump Motor assembly. The unit painted with two coats of heat resistive, anti-corrosive paints from inside and outside	Standard
Packaged type Chilling System	1 LTR	Refrigeration unit to give chilled water at 1.5° C to Pasteurizer. The unit consist of Freon Compressor with motor, necessary controls	Standard
Skid for the above	SS	Skid for the above	Standard
Interconnecting Pipes and fittings	25 mm	S.S. Pipes and fittings for our equipment will be supplied.	Standard
MCC Panel & Cables	CRCA	Control panel will be made in CRCA sheet floor mounted type comprising of required instruments and for pasteurization plant.	Standard
Insulated Milk storage tank with Pump	50 ltr	Milk storage tank will be provided for storage of product .It will be made from Inner & outer SS 304 .It would be of sanitary design fitted with agitator	Standard
Milk Pouch packing	1500pph	The Pouch Filling machine will be having capacity. The machine is also suitable to pack. The packing machine will be of automatic operation. The Pouch film will be of LLDPE of 65 microns.	Standard
Air Compressor	1 HP	Air Compressor	Standard
2.1 Ice Cream Processing Section			
Batch Pasteuriser, Electrical Operated	50 LPH	Batch Pasteurizer (S.S.) electrically operated, with agitator, electrical panel board and digital temperature indicator.	Standard
Transfer Pump	1 HP	This pump will be used to transfer the milk from Pasteurization tank to High Pressure Homogenizer. This pump is basically a hygienic version pump with all milk contact parts will be made from SS304 and mechanical seal to avoid the milk coming of rotating part. This pump will have drive motor to run the pump. IT will also have SS shroud to protect the motor. This pump will have ball feet for floor adjustment	Standard
High Pressure Homogeniser	50 LPH	High Pressure Homogenizer with manually operated two stage Homogenizing head having discharge capacity of max. Pressure at 200 bars with Electric Motor. Homogenizing Valve and valve seats are made of Stellite.	Standard

Ice Cream Chiller	50 ltr	The Double section Plate Heat Exchanger will be used for cooling the mix by means of Chilled heater. The frame and pressure plate of the PHE shall be fabricated out of mild steel plates cladded with SS sheets. Plates will be made of SS-316 The supporting structure of the PHE will be of multi bolt tightening type design to be operated manually with SS ball feet arrangement.	Standard
Ageing Vat (S.S Outer)with Refrigeration unit	50 ltr	Ageing Vat with suitable agitator, S.S. cover, legs with ball feet, and other standard accessories with Refrigeration and controls, inner–1.6mm, outer–1.2mm, RPM–36, refrigeration system – 1.3 KW	Standard
Continuous Freezer (output)	50 ltr	Continuous Freezer of capacity output for Ice cream	Standard
Skid	SS	The above equipment of the process section would be mounted on SS frame made from SS square pipe of suitable size it would be fitted with SS ball feet arrangement.	Standard
Interconnecting pipes and fittings	25 mm	Interconnecting Pipes and Fittings required for the above will be supplied	Standard
Cables & Conduits	Lot	Interconnecting Pipes and Fittings required for the above will be supplied	Standard
Package type chiller suitable for the Plate chiller	1.5 TR	Refrigeration unit to give chilled water at 1.5° C to Pasteurizer. The unit consist of Freon Compressor with motor, necessary controls	Standard

3. The complete bid document can be submitted with payment of non-refundable and non-transferable Bid Document fee of Rs. 1000-/ in the form of Demand Draft drawn in favour of **Jayoti Vidyapeeth Women's University, Jaipur** and payable at **Jaipur.**

a) Date of commencement of sale of Tender/Bidding Document : : DATE 15/01/2015 TIME: 1500 Hrs

b) Last date for Sale of Bidding Document : DATE 27/01/2015 TIME: 1400 Hrs

c) Last date and Time for Submission of Bids : DATE 31/01/2015 TIME: 1400 Hrs

d) Date and Time of Opening of Technical Bids : DATE 9/02/2015 TIME: 1100 Hrs

e) Date and Time of Opening of Financial Bids : DATE 9/02/2015 TIME: 1400 Hrs

f)	Place of Opening of Bids / Pre-Bid Meeting	:	Jayoti Vidyapeeth Women's University Campus
	Address for Communication	:	Registrar Jayoti Vidyapeeth Women's University, Jaipur Vedant Gyan Valley Village Jharna, Mahla Jharna Link Road NH-8, Jaipur Express Way, Jaipur -303122(Raj.) India registrar@jvwu.ac.in

1. All bids must be accompanied by Demand Draft of Rs. 1000/-(Rs. One thousand only)as bid fee and Earnest Money/Bid Security Fee (2% of the quoted rates on the total amount) will also be pledged in favour of **Jayoti Vidyapeeth Women's University, Jaipur** and payable at **Jaipur** as bid fee, which will be refunded, if the offer is not accepted. In case, the offer is accepted, but not honored by the bidder, the Earnest Money/Bid Security (2% of the quoted rates on the total amount) will be forfeited, if wrong information is given in the Bid document.

2. The bidder has to submit a hard copy of the bid document along with original copies of EMD, Bid document fees, Authorization Letter from OEM/Manufacturer and other relevant desired documents before 30/11/2014 till 1400 hours, otherwise bid will not consider for the further process.

3. **Bids will be opened in the presence of Bidders' representatives who choose to attend on the specified date and time.**

4. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.

Registrar
Jayoti Vidyapeeth Women's University, Jaipur

Section – 2 : Instructions to Bidders

The Bidder is expected to follow all instructions, forms, terms & conditions and specifications in the bidding documents which shall be binding till the completion of the contract unless modified expressly in between. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive may result in rejection of the bid.

2.1 Eligibility Criteria

Only such of the bidders who meet the criteria specified below will be eligible to respond to this IFB. The pre-qualification criteria for the participating bidders are as given below:

2.1.1 The Bidder should be Registered Firm/Company or OEM / Authorized Dealer/Distributor /Supplier of OEM. As proof of same the attested copy of TIN NO. And PAN NO. Pertaining to Sales Tax & income Tax registration needs to be furnished with the technical bid. Bids from authorized distributors/ dealer/supplier of OEM shall also be accepted subjected to certificate from OEM to this effect should be attached with the bid.

2.1.2 The proof of the firm/Company/OEM as income Tax assesses (In the form of income Tax Return) for at least last Three year should be enclosed.

2.1.3 The Bidder should have been in operation for at least three years as of 31st March 2014 as evidenced by the Certificate of Incorporation and Certificate of Commencement of Business issued by the Registrar of Companies, India.

2.1.4 The bidder should be in the business of supplying Dairying Lab Equipments/ Machinery/Lab Equipments to Technical Educational Institutions such as ITI, Polytechnic, Universities /Engineering College.

2.1.5 Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the equipments to be purchased under this Invitation of Bids.

2.1.6 Government-owned enterprises in the Purchaser's country may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Purchaser.

2.1.7 The bidder should have certification of ISO9001. Copy of the certification should also be enclosed with the Technical Bid. The bidders of Milk and Ice Cream processing pilot plants must also fulfill the following eligibility criteria :-

a) The Company Should have ISO, OSHAS certification.
b) The bidder should submit valid proof of :
c) Small Scale Industries Registration, NSIC and Sales Tax Clearance Certificate.
d) The Company Should be Manufacturer for most of the equipments required in the project
e) Minimum of Ten years' experience in the relevant field and at least five such units should function in India.
f) The Company should have done similar turnkey model plant minimum of 3 numbers within the last 3 years for value of more than 40 Lacs.
g) The Company should have registered as manufacturer in the same name for more

than 10 years.

h) Turnover of the company should be more than 20 crores for more than 3 years
i) The company should have their regional office or service center
j) Executed 4/5 similar projects in R&D Institutes/ Universities in last five years
k) Preference would be given to those who have executed Similar Plants in Universities/college in North Region.

2.1.8 Bidder should provide list of customer(s) to whom similar type of items have been supplied earlier.

2.1.9 Bidder should not be blacklisted by Central Government, State Government or any other Institute(s) / Organization. For this the bidder should furnish affidavit on Rs. 100/- Non Judicial Stamp Paper that the firm is not blacklisted.

2.1.10 Any company / firm / dealer / manufacturer blacklisted by Central/State Government Organization are not entitled to submit the Bid. If it is submitted, it will be rejected and Earnest Money Deposit will be seized and legal action will be taken against them.

2.1.11 The bidder may be asked to arrange demonstration of the equipments supplied offered, free of charge at **, Jayoti Vidyapeeth Women's University, Jaipur – 303122 , Rajasthan** on a mutually agreeable date.

2.2 Cost of Bidding

2.2.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, Jayoti Vidyapeeth Women's University, Jaipur, hereinafter referred to as "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

2.3 Amendment of Bidding Documents

2.3.1 At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment

2.3.2 All prospective bidders who have received the bidding documents will be notified of the amendment in writing or by cable or by fax, and will be binding on them.

2.3.3 In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

2.4 Preparation of Bids

2.4.1 Language of Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the translation shall govern.

2.4.2 Documents Constituting the Bid

The bid is required to be submitted in **two parts**. One part is the **Techno-Commercial Un-priced Bid** and the other part is the **Financial/Price Bid.**

I. Techno-Commercial Unpriced Bid

The **Techno-Commercial Un-priced Bid** prepared by the Bidder shall include the following without indicating the price in the Bid Form:

a) a Bidder Information Sheet and other documents completed in accordance with Bidder Information Sheet – section 7;

b) documentary evidence established in accordance with ITB Clause 2.6 that the Bidder is eligible to bid and is qualified to perform the contract if its bid is accepted;

c) documentary evidence established in accordance with ITB Clause 2.7 that the equipments and ancillary services to be supplied by the Bidder are eligible equipments and services and conform to the bidding documents; and

d) bid security furnished in accordance with ITB Clause 2.11.

II. <u>Financial/Price Bid</u>

The **Price/Financial Bid** shall comprise the following documents with price indicated in the bid form.

a) Bid form, in accordance with ITB clause 2.8 with signature & seal of the bidder on it; and

b) Price schedule in accordance with ITB Clauses 2.9 and 2.10. The rates and the amount should be quoted in figures as well as in words. Alteration, if any unless legibly attested by the bidder, with their full signature, shall invalidate the Bid.

2.5 Documents Establishing Bidder's Eligibility and Qualifications

2.5.1 Pursuant to ITB Clause 2.5.2, the Bidder shall furnish, as part of its bid, documents establishing the Bidder's eligibility to bid and its qualifications to perform the Contract if its bid is accepted.

2.5.2 The documentary evidence of the Bidder's qualifications to perform the Contract if its bid is accepted, shall establish to the Purchaser's satisfaction that, in the case of a Bidder offering to supply equipments under the contract which the Bidder did not manufacture or otherwise produce, the Bidder has been duly authorized (as per authorization form in Section - 8) by the equipments' Manufacturer or producer to supply the equipments in India. *[Note: Supplies for any particular item in each schedule of the bid should be from one manufacturer only. Bids from agents offering supplies from different manufacturers for the same item of the schedule in the bid will be treated as non-responsive.]*

2.6 Documents Establishing Equipments' Eligibility and Conformity to Bidding Documents

2.6.1 Pursuant to ITB Clause 2.5.2, the Bidder shall furnish, as part of its bid, documents establishing the eligibility and conformity to the bidding documents of all equipments and services which the Bidder proposes to supply under the contract.

2.6.2 The documentary evidence of conformity of the equipments and services to the bidding documents may be in the form of literature, drawings and data, and shall consist of :

a) a detailed description of the essential technical and performance characteristics of the equipments ;

b) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the equipments and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications (**Technical Compliance Statement Form given in Section - 12)**.

2.7 Bid Form

2.7.1 The Bidder shall complete the Bid Form and furnish the details.

2.7.2 The foreign suppliers shall indicate the Agency commission on the Bid Form and separately on the Proforma Invoice Form 237 of DGS&D having details of discloser of Agency commission and it should be invariably attached.

2.7.3 The payment of agency commission to Indian Agent of foreign manufacture is payable in Indian currency as per standing instructions of Ministry of Finance G.O. No.F-23(I)-E II(A)/89 dated 31.01.89

2.8 Bid Price

2.8.1 The Bidder shall indicate the unit prices and total bid prices of the equipments it proposes to supply under the order and enclose it with the priced bid.

2.8.2 Prices indicated shall be entered separately in the following manner **(For Indigenous Items):**

a) The price of the equipments, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable). All duties and sales and other taxes already paid or payable should be mentioned separately.

b) **Taxes:** We are exempted from payment of Excise Duty and Customs Duty. **Hence Excise Duty and Customs Duty, if any, should be shown separately.** Please mention the applicable taxes (VAT/CST/Service) clearly. If there is no explicit mention of taxes in your offer then quoted price will be deemed inclusive of such taxes. **No other charges except those mentioned clearly in the offer will be paid.**

c) Rates should be quoted free delivery at **Jayoti Vidyapeeth Women's University, Jaipur** inclusive of packing, forwarding, installation and commissioning charges etc. If ex-works prices are quoted then packing, forwarding, documentation, freight and insurance charges must be clearly mentioned separately. Vague terms like "packing, forwarding, transportation etc. extra" without mentioning the specific amount/percentage of these charges will NOT be accepted. Such offers shall be treated as incomplete and rejected. **Where there is no mention of packing, forwarding, freight, insurance charges, such offers shall be summarily rejected as incomplete.**

2.8.3 Prices indicated shall be entered separately in the following manner **(For Imported Items):**

a) The price of the equipments, quoted FOB/CIF port of shipment. Please note that all CIF orders will be on CIF (International Carrier) INCOTERMS 2000 basis and as such Export Packing, Loading Charges, Inland Freight etc. in the shipper country will have to be paid by the Supplier. Items as per the purchase order duly cleared for export in shipping country would be required to be handed over to our nominated freight forwarder.

b) The Freight & Insurance charges should not exceed 5% of the FOB value in any case.

c) The price for inland transportation, insurance and other local costs incidental to delivery of the equipments up to their port of dispatch.

d) Prices quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non - responsive and rejected.

e) If the supply is made on CIF value the Insurance shall be from ex-works to destination at GBPUA&T, Pantnagar (Distt. U.S. Nagar) Uttarakhand.

2.9 Bid Currencies

2.9.1 Prices shall be quoted in Indian Rupees / Foreign currency viz., $, EURO, AUS$ etc. depending upon the type of equipments and technical specifications.

2.10 Bid Security/Earnest Money

2.10.1 Pursuant to ITB Clause 2.5.2, the Bidder shall furnish, as part of its bid, a bid security in the amount as specified in IFB.

2.10.2 The bid security is required to protect the Purchaser against the risk of Bidder's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 2.10.7.

2.10.3 The bid security shall be denominated in Indian Rupees and shall:

a) at the bidder's option, be in the form of either a bankers' check, a demand draft, or Fixed Deposit Receipt endorsed in favour of purchaser shall also be acceptable.

b) be payable promptly upon written demand by the Purchaser in case any of the conditions listed in ITB Clause 2.10.7 are invoked;

c) be submitted in its original form; copies will not be accepted; and

d) remain valid for a period of 45 days beyond the original validity period of bids, or beyond any period of extension subsequently requested under ITB Clause 2.12.2.

2.10.4 Any bid not secured in accordance with ITB Clauses 2.11.1 and 2.11.3 above will be rejected by the Purchaser as non-responsive.

2.10.5 Unsuccessful bidder's bid securities will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Purchaser, pursuant to ITB Clause 2.11.

2.10.6 The successful Bidder's bid security will be discharged upon the Bidder signing the Contract, pursuant to ITB Clause 2.23 (Signing of Contract),

2.10.7 The bid security may be forfeited:

a) if a Bidder (i) withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or (ii) does not accept the correction of errors; or

b) in case of a successful Bidder, if the Bidder fails:

(i) to sign the Contract in accordance with ITB Clause 2.23; or

2.11 Period of Validity of Bids

2.11.1 Bids shall remain valid for 120 days after the deadline for submission of bids prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

2.11.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable or telex or fax). The bid security provided under ITB Clause 2.10 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.

2.11.3 Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

2.12 Format and Signing of Bid

2.12.1 The original and all copies of the bid shall be typed or written in indelible ink and shall be

signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The latter authorization shall be indicated by written power-of-attorney accompanying the bid. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

2.12.2 Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the bid.

2.12.3 The Bidder shall furnish information as described in the Form of Bid on commissions or gratuities, if any, paid or to be paid to agents relating to this Bid, and to contract execution if the Bidder is awarded the contract.

2.13 Submission of Bids

2.13.1 Online Submission

The bid should be submitted Electronically through e mail at registrar@jvwu.ac.in on/before the closing date/time mentioned in IFB.

2.13.2 Offline Submission of Bids

The bidder shall submit a hard copy of the bid, identical to the bid submitted online on e-portal, to the Purchaser. The bidder shall seal the Techno Commercial Un-priced Bid and the Price/Financial Bid **in two separate envelops** duly marked as **"Techno Commercial Un-priced Bid"** and **"Price/Financial Bid"** respectively. Both the envelopes shall then be sealed in one outer (main) envelope.

The inner and outer envelopes shall:

a) Be addressed to the Purchaser at the following address:

Registrar
Jayoti Vidyapeeth Women's University, Jaipur
Vedant Gyan Valley
Village Jharna, Mahla Jharna Link Road
NH-8, Jaipur Express Way, Jaipur -303122(Raj.) India
registrar@jvwu.ac.in

b) Bear the Item Name /Reference No./ Last Date for Submission of Tender / Date of Opening of Tender / Firm's Name & Address and a statement "Do not open before Time hrs (IST) on Date" As per the IFB details.

c) If the outer envelope is not sealed and marked as required Clause 2.13.2, the Purchaser will assume no responsibility for the bid's misplacement or premature opening.

2.14 Modification and Withdrawal of Bids

2.14.1 The Bidder may modify or withdraw its bid after the bid's submission; provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.

2.14.2 No bid may be modified subsequent to the deadline for submission of bids.

2.14.3 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the bid form or after placing the purchase order by the purchaser. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to Clause 2.10.7.

2.15 Opening of Bids by the Purchaser

2.15.1 The Purchaser will open all Techno Commercial un priced Bids, in the presence of Bidders' representatives who choose to attend, as per the schedule given in invitation to bids.

2.15.2 In the event of the specified date of Bid opening being a holiday for the Purchaser, the Bids shall be opened at the appointed time and location on the next working day.

2.15.3 If in response to our TWO BID enquiry, a single combined bid is submitted, it will be opened at the risk and responsibility of bidder.

2.16 Clarification of Bids

2.16.1 To assist in the examination, evaluation and comparison of bids, the Purchaser may, at its discretion ask the bidder for any clarification(s) of its bid. The request for clarification and the response shall be in writing and no change in the price substance of the bid shall be sought, offered or permitted. However no post Bid clarifications at the initiative of the Bidder shall be entertained.

2.17 Preliminary Examination

2.17.1 The Purchaser will examine the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids from suppliers, without proper Authorization from the manufacturers and from Indian agents without DGS&D Registration Certificate in case the items fall under the restricted list of the current EXIM/Foreign Trade Policy shall be treated as non-responsive and rejected summarily.

2.17.2 Arithmetical errors in the priced bids will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between the price quoted in words and figures, whichever is the higher of the two shall be taken as the bid price.

2.17.3 The Purchaser may waive any minor informality, non-conformity, or irregularity in a bid in terms of specifications and clauses of the bid document, which does not constitute a material deviation, provided such a waiver, does not prejudice or affect the relative ranking of any Bidder.

2.17.4 Prior to the detailed evaluation, the Purchaser will determine the **substantial responsiveness** of each bid to the Bid Document. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the specifications and terms and conditions of the Bid Document without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Bid Security. Warranty, Force Majeure, Applicable law and Taxes & Duties will be deemed to be a material deviation. The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

2.17.5 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

2.17.6 After downloading, the language of standard clauses etc. mentioned in this 'Bid Document' should not be tempered with/ changed/modified in any manner whatsoever. If any such modification etc. comes to our knowledge at any stage, the bid shall be rejected

immediately and EMD shall also be forfeited.

2.18 Evaluation & Comparison Of Bids

2.18.1 For the bids surviving the technical evaluation which have been found to be responsive the evaluation & comparison shall be made as under:

a) Indigenous Offers

The final landing cost of purchase after all discounts, freight, forwarding, insurance, taxes etc. shall be the basis of evaluation.

b) Imported Offers

The FOB/CIF price shall be the basis of evaluation.

c) Imported Vs. Indigenous Offers

The final landing cost of purchase taking into account, tentative/estimated freight, forwarding, insurance, taxes etc. (CIF/CIP with customs clearance charges, Bank/LC charges, transportation up to Jayoti Vidyapeeth Women's University Campus, Jaipur for imported equipments) or in the best judgment of decision making authorities shall be the basis of evaluation.

2.18.2 Conditional tenders/discounts etc. shall not be accepted. Rates quoted without attached conditions (viz. Discounts having linkages to quantity, payment terms etc.) will only be considered for evaluation purpose. Thus conditional discounted rates linked to quantities and prompt/advance payment etc, will be ignored for determining *inter-se* position. The Purchaser however reserves the right to use the discounted rate/rates considered workable and appropriate for counter offer to the successful bidders.

2.18.3 Where there is no mention of packing, forwarding, freight, insurance charges, taxes etc. such offers shall be rejected as incomplete. Therefore quotations showing only Ex-Works (EXW) prices shall be rejected summarily.

2.19 Award Criteria

2.19.1 Subject to ITB Clause 2.24 (Notification of Award), the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

2.20 Purchaser's Right to Vary Quantities at Time of Award

2.20.1 The Purchaser reserves the right at the time of Contract award to increase or decrease the quantity of equipments and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.

2.21 Purchaser's Right to Accept Any Bid and to Reject Any or All Bids

2.21.1 The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Purchaser's action.

2.22 Notification of Award

2.22.1 Prior to the expiration of the period of bid validity, the Purchaser will notify the successful bidder in writing by registered letter or fax or e mail that the bid has been accepted by

way of a Purchase Order.

2.23 Signing of Contract

2.23.1 At the same time as the Purchaser notifies the successful bidder that its bid has been accepted, the Purchaser will send the bidder the Contract Form provided in the bidding documents, incorporating all agreements between the parties.

2.23.2 Within 21 days of receipt of the Contract Form, the successful bidder shall sign and date the Contract and return it to the Purchaser.

2.24 Order Acceptance

2.24.1 The successful bidder should submit acceptance of the Purchase Order immediately but not later than 21 days in any case from the date of issue of the Purchase Order failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited pursuant to clause 2.11.7 of ITB.

2.25 Supply

2.25.1 The Purchaser does not allow trans-shipment or/and part shipment.

2.25.2 In case of replacement/ short supplies, all the charges like Freight Insurance, Custom Duty and clearance shall be borne by the supplier themselves.

2.25.3 Shipment should be made strictly through university's authorized Freight forwarder as will be mentioned in the purchase order/Letter of Credit.

Section – 3 : General Terms & Conditions

3.1 Definitions

3.1.1 In this Contract, the following terms shall be interpreted as indicated:

a) "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;

b) "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;

c) "The Equipments" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;

d) "Services" means services ancillary to the supply of the Equipments, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;

e) "The Purchaser" means the organization purchasing the Equipments.

f) "The Supplier" means the individual or firm supplying the Equipments and Services under this Contract.

3.2 Bid Document

3.2.1 Bid Document Fee

The non-refundable and non-transferable Bid Document fee is Rs. 1000-/ with earnest money(2% of Quoted rates) totaling to Rs. **……../-**) which is payable in the form Demand Draft drawn in favour of **Jayoti Vidyapeeth Women's University, Jaipur** payable at **Jaipur**.

3.2.2 Techno-Commercial Un-priced Bid

The Techno-commercial Un-priced Bid should contain the documents in the following order:

a) **Envelope – I:** Bid document fee & Bid Security Details along with the Demand Draft Receipt of specified amount, in original.

b) **Envelope – II : Technical Bid**

i) Bidder Information Sheet along with allied attachments in pursuance to ITB Clause 2.10.1 and GTC Clause 3.2.1.

ii) Audited Financial Statements and Income Tax Returns for last three years in pursuance to ITB Clause(s) 2.1.1, 2.1.3 and 2.1.8.

iii) Non-black Listing Affidavit on Rs. 100/- non-judicial stamp paper in pursuance to ITB Clause 2.1.10.

iv) Manufacturers' Authorization Form in pursuance to ITB Clause 2.1.1

v) Performance Statements for last three years in pursuance to ITB Clause 2.1.5.

vi) List of Clients/Customers in pursuance to ITB Clause 2.1.9.

vii) Documents pertaining to offered product in pursuance to ITB Clause 2.7.

viii) Technical Compliance Statements for offered product in pursuance to ITB Clause 2.7.

3.2.3 Financial Bid

The financial bid should contain the documents in following order:

i) Bid Form

ii) Price Schedule

3.4 Warranty

3.4.1 The Supplier warrants that the Equipments supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Equipments supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Equipments in the conditions prevailing in the country of final destination.

3.4.2 This warranty shall remain valid for 12 months after the Equipments or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract, or for 24 months after the date of shipment from the place of loading whichever period concludes earlier, unless specified otherwise.

3.4.3 The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

3.4.4 Upon receipt of such notice, the Supplier shall, with all reasonable speed, repair or replace the defective Equipments or parts thereof, without cost to the Purchaser. The period for correction of defects in the warranty period is 20 days.

3.4.5 If the Supplier, having been notified, fails to remedy the defect(s) within the period specified above, the Purchaser may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

3.5 Payment

3.5.1 The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Equipments delivered and the Services performed, and by documents, and upon fulfillment of other obligations stipulated in the contract.

3.5.2 100 percent of the Contract Price, for indigenous items, shall be paid to the supplier within 30 days after the date of the acceptance certificate issued by the Purchaser for the respective delivery. No request for advance payment shall be entertained.

3.5.3 In case of import of equipments, payment shall be preferred through sight draft. A photo copy of D/D shall be dispatched along with Purchase order

3.5.4 Payment may also be made through Letter of Credit. In this case Irrevocable Letter of Credit shall be opened for 100% value of FOB value, however 60% cost of FOB value excluding agency commission shall be made against shipment of document negotiated through Bank and balance 40% shall be released after satisfactory installation report of the equipment from the indenter. Following sub condition shall be applicable in case of payment through L/C.

a) All Bank charges inside and outside India shall be on beneficiary's account i.e. renderer shall have to bear such charges.

b) All amendment charges in the L/C, if any, shall be on beneficiary's account.

c) Agency commission will be paid by the purchaser in Indian currency, as per standing instructions of Ministry of Finance G.O. No.F-23(I)-E II(A)/89 dated 31.01.89, after delivery and satisfactory installation of the equipment. The bill of the same will be submitted by the Indian Agent accordingly.

3.6 Liquidated Damages

3.6.1 Subject to Clause 3.8 (Force Majeure), if the Supplier fails to deliver any or all of the Equipments or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 1.0% of the contract price of the delayed Equipments or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the 10% Percentage. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to Clause 3.7 (Termination for Default).

3.7 Termination for Default

3.7.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

a) if the Supplier fails to deliver any or all of the Equipments within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser.

b) if the Supplier fails to perform any other obligation(s) under the Contract.

c) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, in competing for or in executing the Contract.

3.8 Force Majeure

3.8.1 The Supplier shall not be liable for forfeiture of its Bid Security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

3.8.2 For purposes of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

3.8.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

a) In the event of delay in delivery and/or unsatisfactory manufacturing progress and supply, the Purchaser has the right to cancel the purchase order as whole or in part without liability for cancellation charges or otherwise.

b) In the event of rejection of non-confirming equipments, the bidder shall be allowed without any extension of delivery time to correct the non-conformities, should however the bidder fail to do so within stipulated time, the purchaser may cancel the order.

3.9 Settlement of Disputes

3.9.1 The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

3.9.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

3.9.3 All disputes and question, if any arising between the purchaser and the bidder out of or in connection with the terms and conditions contained herein or as to the construction of application thereof, or the respective rights and obligations of the parties there under or as to any clause or thing herein contained or by reason of the supply or failure or refusal to supply any material or as to any other matter in any way relating to these presents shall be referred to the sole arbitration of **the Registrar, Jayoti Vidyapeeth Women's University, Jaipur** . The decision of the sole arbitrator shall be final and binding upon both the parties and subject to adjudication of Jaipur District Court. Place for arbitration shall be at Jaipur, Rajasthan India.

3.10 Jurisdiction

3.10.1 The obligations and liabilities arising out of the contract shall be construed in accordance with the laws of Union of India. The Udham Singh Nagar (Uttarakhand)

District Court Uttarakhand, India shall have the exclusive jurisdiction to try all or any of the disputes.

3.11 Inspection and Tests

3.11.1 The following inspection procedures and tests shall be carried out by the Purchaser:

a) The inspection of the Equipments shall be carried out to check whether the Equipments are in conformity with the technical specifications attached to the contract and shall be in line with the inspection/test procedures laid down in the Technical Specifications and the General Conditions of contract.

b) In the event of the equipment/equipments failing to pass the acceptance test, a period not exceeding four weeks will be given to rectify the defects and clear the acceptance test, failing which the purchaser reserves the rights to get the equipment/equipments replaced by the supplier at no extra cost to the purchaser.

Section – 4 : BID DOCUMENT FEE & BID SECURITY DETAILS

[on the letter head of the Bidder]

Bid Reference No.: *[insert number from Invitation For Bids]*

Bidder's Reference No. :…… Date of Submission: ……..
Bid for Supply of ……..

01.	Bidder's Name	
02.	Bidder's Mailing Address	
	Contact No.	
	Fax No.	
	Email Address	
03.	**Bid Document Fee Details**	
	Mode of Payment : Demand Draft	
	Demand Draft No. & Date	
	Amount (Rs.)	
	Name of the Bank	
04.	**Bid Security /Earnest Money Details**	
	Mode of Payment : Demand Draft	
	Demand Draft No. & Date	
	Amount (Rs.) (refer IFB)	
	Name of the Bank	
	Validity Date	

Signature of Bidder ----------

Seal ----------

Section – 5 : BIDDER INFORMATION FORM

[on the letter head of the Bidder]

Bid Reference No.: *[insert number from Invitation For Bids]*

Bidder's Reference No. :…… Date of Submission: ……..
Bid for Supply of ……..

01.	Bidder's Legal Name	
02.	In case of JV, legal name of each party	
03.	Bidder's actual/intended Place & Year of Registration (Attach relevant document)	
04.	Bidder's Mailing Address	
	Contact No.	
	Fax No.	
	Email Address	
05.	Bidder's Status (Whether Manufacturer / Authorized Indian Agent/Subsidiary of a Foreign Manufacturer) (Attach relevant document)	
06.	Bidder's Sales Tax / VAT Registration No. & Date (Attach relevant document)	
07.	Bidder's Income Tax PAN No. (Attach relevant document)	
08.	Is the Bidder is ISO/ISI certified? If yes, Attach relevant document	
09.	Is the Bidder is registered with DGS&D? If yes, Attach relevant document	
10.	Bidder's Authorized Representative Information	
	Name	
	Address	
	Telephone/Fax numbers:	
	Email	

Signature of Bidder ----------

Name ----------

Business Address ----------

Seal ----------

Section – 6 : TENDER/ BID FORM

Date : .....
IFB No : .....

TO: (Name and address of purchaser)

Gentlemen and/or Ladies :

Having examined the Bidding Documents including Addenda Nos..... *[insert numbers]*, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply and deliver..... *(Description of Equipments and Services)* in conformity with the said bidding documents for the sum of ..... *(Total bid amount in words and figures)* or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this bid.

We undertake, if our bid is accepted, to deliver the equipments in accordance with the delivery schedule specified in the Schedule of Requirements. If our bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to ..... percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this bid for the Bid validity period specified in ITB Clause 2.12 and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Commissions or gratuities, if any, paid or to be paid by us to agents relating to this Bid, and to contract execution if we are awarded the contract, are listed below:

Amount	Rupees	
Name and address of agent		Purpose of Commission or gratuity

_____
(if none, state "none").

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

We understand that you are not bound to accept the lowest or any bid you may receive.

We clarify/confirm that we comply with the eligibility requirements as per ITB Clause 2.1 of the bidding documents.

Dated this ..... day of ..... 20 .....

_____ _____
(signature) *(in the capacity of)*
Duly authorized to sign Bid for and on behalf of _____

Section – 7 : MANUFACTURERS' AUTHORIZATION FORM

No.____ Dated _

To,
The Regisrar
Jayoti Vidyapeeth Women's University
Jaipur

Dear Sir,

We, …… who are established and reputed manufacturers …….. of having factories at …….. (*address of factory)……* do hereby authorize M/s …… *(Name and address of Agent)……* to submit a bid, negotiate and receive the order from you against your Bid enquiry and or execute the contract.

No company or firm or individual other than M/s …….. is authorized to bid, and conclude the contract in regard to this business.

We hereby extend our full guarantee and warranty as per Clause 3.4 of the General Conditions of Contract for the equipments and services offered by the above firm.

Yours faithfully,

(Name) (Name of manufacturers)

Note: This letter of authority should be on the **letterhead of the manufacturer** and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder in its techno-commercial un priced bid.

Section – 8 : FORMAT FOR AFFIDAVIT OF NON-BLACK LISTING

(To be furnished on Rs. 100 Non-Judicial Stamp Paper)

To,
The Registrar
Jayoti Vidyapeeth Women's University
Jaipur

In response to the Bid No…….. dated …….. for quoting against the Bid as an Director of M/s ……., I / We hereby declare that our Company/Firm …… is having unblemished past record and was not declared blacklisted or ineligible to participate for bidding during last three financial years by any State/Central Govt. or PSU due to unsatisfactory performance, breach of general or specific instructions, corrupt / fraudulent or any other unethical business practices.

Yours faithfully,

Authorized Signatory

Name _____

Designation _____

Company name_____

Section – 9 : BIDDER'S PERFORMANCE STATEMENT FORM
(For A Period of Last 3 Years)

Name of the Firm……..

Order placed by (full address of	Order No. and date	Description and quantity of ordered	Price	Date of completion of delivery as	Remarks indicating reasons for	Has the equipment been installed satisfactory?	Contact Person along with Tel. No.

Date:

Place :

Signature of Bidder

Seal

Section – 10: TECHNICAL COMPLIANCE STATEMENT FORM

An item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the equipments and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

BID REFERENCE No.			
ITEM NAME			
Make & Model of Offered Product			
Manufacturer			
Country Of Origin			
S.No.	**Bid Specifications**	**Bidder's Specifications**	**Remarks/Deviation If any**

(Technical literature/brochures/manuals should be attached along with this format)

Please note:

1. Compliance/Deviation statement comparing the specifications of the quoted model to the required specifications. This statement should also give the page number(s) of the technical literature where the relevant specification is mentioned.
2. Bids must have supporting documents (technical literature or copies of relevant pages from the service manual or factory test data) for all the points noted above, failure regarding which may result in rejection of bid.

Section - 11: CONTRACT FORM

THIS AGREEMENT made the .....day of....., 20..... Between ..... *(Name of purchaser)* of ..... *(Country of Purchaser)* (hereinafter called "the Purchaser") of the one part and ..... *(Name of Supplier)* of ..... *(City and Country of Supplier)* (hereinafter called "the Supplier") of the other part :

WHEREAS the Purchaser is desirous that certain Equipments and ancillary services viz., ... *(Brief Description of Equipments and Services)* and has accepted a bid by the Supplier for the supply of those equipments and services in the sum of ..... *(Contract Price in Words and Figures)* (hereinafter called "the Contract Price").

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
   (a) the Bid Form and the Price Schedule submitted by the Bidder;
   (b) the Schedule of Requirements;
   (c) the Technical Specifications;
   (d) the General Terms & Conditions of Contract; and
   (e) the Purchaser's Notification of Award.
3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the equipments and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the equipments and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the equipments and services which shall be supplied/provided by the Supplier are as under:

S. No.	BRIEF DESCRIPTION OF EQUIPMENTS & SERVICES	QUANTITY TO BE SUPPLIED	UNIT PRICE	Total Price	DELIVERY TERMS

TOTAL VALUE:

DELIVERY SCHEDULE:

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the
said ..... (For the Purchaser)
in the presence of:.....

Signed, Sealed and Delivered by the
said ..... (For the Supplier)
in the presence of:.....